

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

(1) RONNIE JAMES WILSON,)
(2) ROBIN LYNN WILSON,)
(3) LaTINA WILSON,)
(4) ROBENA WILSON,)
successors of the)
deceased ROBERT LYNN) CASE NO.: 21-cv-00413-GKF-SH
WILSON,)
Plaintiffs,) COMPLAINT FOR:
v.)
1. COPYRIGHT
INFRINGEMENT
2. ACCOUNTING
JURY TRIAL DEMANDED
(1) MARK DANIEL RONSON a/k/a
MARK RONSON, an individual,
(2) PETER GENE HERNANDEZ,
a/k/a BRUNO MARS, an individual,
(3) SONY MUSIC
ENTERTAINMENT,
A Delaware Corporation,
(4) WARNER/CHAPPELL MUSIC,
INC., a Delaware Corporation,
(5) RCA RECORDS, INC., a
Delaware Corporation,
(6) ATLANTIC RECORDING
CORPORATION, a
Delaware Corporation,
(7) PHILIP LAWRENCE, an
individual,
(8) ARI LEVINE, an individual,
(9) NICHOLAUS WILLIAMS, an
individual, a/k/a TRINIDAD
JAMES,
(10) JAMAREO ARTIS, an
individual, a/k/a JAM,

(11) JEFF BHASKER, an individual,)
(12) CHRISTOPHER GALLASPY,)
an individual,)
(13) LAWRENCE "BOO")
MITCHELL, an individual,)
(14) WAY ABOVE MUSIC (BMI),)
a California Corporation,)
(15) MARS FORCE MUSIC, LP,)
a California limited partnership,)
(16) THOU ART THE HUNGER,)
a California Corporation,)
(17) WB MUSIC CORP, a Delaware)
Corporation,)
(18) WINDSWEPT HOLDINGS)
LLC, a California)
limited liability company,)
(19) UNIVERSAL MUSIC)
CORPORATION,)
a Delaware Corporation,)
(20) IMAGEM MUSIC, INC, a)
Delaware corporation,)
(21) ZZR MUSIC, LLC,)
a California limited liability)
company,)
(22) TIG7 PUBLISHING, LLC,)
a Georgia limited liability company,)
(23) SONY/ATV SONGS, LLC, and)
(24) DOES 1-30, INCLUSIVE,)

Defendants.)
)

COME NOW Plaintiffs RONNIE JAMES WILSON, an individual, ROBIN LYNN WILSON, an individual and successor to the deceased ROBERT LYNN

WILSON, LaTINA WILSON an individual and successor to the deceased ROBERT LYNN WILSON, and ROBENA WILSON, an individual and successor to the deceased ROBERT LYNN WILSON,(hereinafter “Plaintiffs”) by and through their attorney Bill Zuhdi of The Law Offices of The Zuhdi Law Firm, in their Complaint for Damages (“COMPLAINT”) against Defendants MARK DANIEL RONSON a/k/a MARK RONSON, an individual, PETER GENE HERNANDEZ, a/k/a BRUNO MARS, an individual, SONY MUSIC ENTERTAINMENT, A Delaware Corporation, WARNER/CHAPPELL MUSIC, a Delaware Corporation, RCA RECORDS, INC., a Delaware Corporation, ATLANTIC RECORDING CORPORATION, a Delaware Corporation, PHILIP LAWRENCE, an individual, ARI LEVINE, an individual, NICHOLAUS WILLIAMS, an individual, a/k/a TRINIDAD JAMES, JAMAREO ARTIS, an individual, a/k/a JAM, JEFF BHASKER, an individual, CHRISTOPHER GALLASPY, an individual LAWRENCE “BOO” MITCHELL, an individual, WAY ABOVE MUSIC, MARS FORCE MUSIC, LP, a California limited partnership, THOU ART THE HUNGER, a California Corporation, WB MUSIC CORP, a Delaware Corporation, WINDSWEPT HOLDINGS LLC, a California limited liability company, UNIVERSAL MUSIC CORPORATION, a Delaware Corporation, IMAGEM MUSIC, INC, a Delaware corporation, ZZR MUSIC, LLC, a California

corporation, TIG7 PUBLISHING, LLC, a Georgia Corporation, SONY/ATV SONGS LLC, a California Limited Liability Company, and DOES 1-30, INCLUSIVE, (hereinafter “Defendants,” collectively), hereby allege as follows:

NATURE OF THE CASE

1. This is a civil action seeking damages and injunctive relief for copyright infringement arising under 17 U.S.C. §§ 101, et seq. (referred to herein as the “Copyright Act”), and other related causes of action.
2. Plaintiff RONNIE JAMES WILSON, an individual (hereinafter “Ronnie James Wilson,” “Plaintiff” and/or “Plaintiffs”), is an owner in the United States copyright to the song “*I Don’t Believe You Want to Get Up and Dance: Oops*” (hereinafter the “Original Composition” and/or “*I Don’t Believe You Want to Get Up and Dance: Oops*”).
3. On October 24, 1978, Ronnie James Wilson signed an Exclusive Songwriter Agreement individual grant of rights (“Grant” and/or “Grant of rights”) which assigned and transferred to Lonnie Simmons d/b/a Total X Publishing Co. all his rights to his musical compositions that he wrote, including publishing, copyright and form and arrangements. This Grant included the song entitled *I Don’t Believe You Want to Get Up and Dance: Oops*.

4. Ronnie James Wilson's Certificate of Recordation for *I Don't Believe You Want to Get Up and Dance: Oops* was recorded with the United States Copyright Office on April 20, 2018, at Volume 9952 and Doc. No. 555. Attached as Exhibit 1 is a Copy of the Certificate of Recordation. Attached as Exhibit 1(A) is a copy of the U.S. Copyright Office's Public Catalogue evidencing the recorded document and Notice of termination of grant under 17 USC Section 203.
5. Effective October 8, 2018, pursuant to 17 U.S.C. § 203, Plaintiff Ronnie James Wilson regained his individual ownership interest to his musical composition "*I Don't Believe You Want to Get Up and Dance: Oops*" including musical composition, publishing, copyright and form and arrangements.
6. Plaintiffs ROBIN WILSON, an individual and successor to the deceased ROBERT LYNN WILSON, LaTINA WILSON an individual and successor to the deceased ROBERT LYNN WILSON, and ROBENA WILSON, an individual and successor to the deceased ROBERT LYNN WILSON (hereinafter "Successors of Robert Lynn Wilson" and/or "Plaintiffs") collectively own an individual interest in the musical composition "*I Don't*

Believe You Want to Get Up and Dance: Oops" that Robert Lynn Wilson wrote, including publishing, copyright and form and arrangements of the song.

7. On October 25, 1978, Robert Lynn Wilson signed an Exclusive Songwriter Agreement individual grant of rights ("Grant" and/or "Grant of rights") which assigned and transferred to Lonnie Simmons d/b/a Total X Publishing Co all his rights to his musical compositions that he wrote, including publishing, copyright and form and arrangements. This Grant included the song entitled *I Don't Believe You Want to Get Up and Dance: Oops*.
8. Plaintiffs Successors to Robert Lynn Wilson's Certificate of Recordation for *I Don't Believe You Want to Get Up and Dance: Oops* was recorded with the United States Copyright Office on April 20, 2018, at Volume 9955 and Doc. No. 815. Attached as Exhibit 2 is a Copy of the Certificate of Recordation. Attached as Exhibit 2(B) is a copy of the U.S. Copyright Office's Public Catalogue evidencing the recorded document and Notice of termination of grant under 17 USC Section 203.
9. Effective October 9, 2018, pursuant to 17 U.S.C. § 203, the Successors of Robert Lynn Wilson¹ regained Robert Lynn Wilson's respective individual

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On August 15, 2010, Robert Lynn Wilson passed away.

ownership interest in the musical composition “*I Don’t Believe You Want to Get Up and Dance: Oops*” that he wrote, including musical composition, publishing, copyright and form and arrangements.

10. “*I Don’t Believe You Want to Get Up and Dance: Oops*” was initially embodied on a sound recording that was released world-wide in 1979.
11. On January 22, 1980, “*I Don’t Believe You Want to Get Up and Dance: Oops*” was registered with the U.S. Copyright Office, U.S. Copyright No. PAu000168296. Exhibit 3.
12. Throughout the years, this Grant of rights to the Original Composition were assigned and transferred by and to various entities. On information and belief, the second to last assignment and transfer of the Grant of rights to the Original Composition was to Minders Music Ltd c/o BMG Gold Songs (“Minders”).
13. On information and belief, Minders then assigned and transferred the Grant of rights of the Original Composition to BMG.

The Original Grant of Rights by Both Ronnie James Wilson and Robert Lynn Wilson

14. The original 1978 Grant of Rights signed by both Ronnie James Wilson and Robert Lynn Wilson stated:

Writer does hereby agree to and does hereby sell, assign and transfer to the Publisher all rights of whatsoever nature now known, or which may hereafter come into existence, in and to each and all musical compositions including title, words and music that Writer shall have invented, written, conceived; arranged, composed, created or originated heretofore or during the term hereof and any extensions, alone or in collaboration with others, and the rights to secure copyright therein throughout the entire world in the name of the Publisher and all renewal and extension copyrights thereof and all the right, title and interest, both legal and equitable, in and to the same, and to every form and arrangement thereof, vocal or instrumental, it being understood and agreed that said compositions and copyrights thereof and each and every copyright in said compositions, whether now known or hereafter to become known, covering the use or any manner or type of use of said compositions, are and shall be the sole and exclusive property of the Publisher.

15. Plaintiffs bring this action for, *inter alia*, against all Defendants' for their copyright infringement of the Original Composition since October 8, 2018, for Ronnie James Wilson and October 9, 2018, for Plaintiffs Successors of Robert Lynn Wilson in connection with the musical composition and sound recording entitled "*Uptown Funk*" (hereinafter "Infringing Work" or "*Uptown Funk*").
16. The Infringing Work was released as a single in or around November 10, 2014 from the Infringing Album.
17. On information and belief, "*Uptown Funk*" has already been established to be strikingly and/or substantially similar to Plaintiffs' Copyrighted Work entitled "*I Don't Believe You Want to Get Up and Dance: Oops*".

18. Defendants' access to the Original Composition has been admitted by Defendants. In May of 2015, the exact date being unknown to Plaintiffs, both Ronnie James Wilson and Robert Lynn Wilson received writing credit in connection with the "*Uptown Funk*" composition.
19. Though it was publicly reported² in May of 2015 that Ronnie and Robert Wilson of The Gap Band received a share of royalties for the Mark Ronson/Bruno Mars hit, "*Uptown Funk*", Ronnie James Wilson and the Successors of Robert Lynn Wilson have never received any royalties for the infringement by Defendants of Ronnie James Wilson and Robert Lynn Wilson's Original Composition.
20. On information and belief, "*Uptown Funk*" was registered with the U.S. Copyright Office on December 18, 2014, Reg. No. PA0001929727. Exhibit 4 is a copy of the U.S. registration for "*Uptown Funk*". Authorship on the Application for music and lyrics was to Defendants Mark Daniel Ronson ("Mark Ronson"), Peter Gene Hernandez ("Bruno Mars"), Philip Lawrence ("Lawrence"), Jeff Bhasker ("Bhasker"), Nicholaus Williams ("Williams") and Christopher Gallaspy ("Gallasphy").

²i.e, <https://www.soultracks.com/story-gap-band-uptown-funk-settlement>.

21. “*Uptown Funk*” was released on the Album “*Uptown Special*” (hereinafter the “Infringing Album”) by Defendants Mark Ronson, Bruno Mars, Lawrence, Bhasker, Williams, Gallaspy and the other named Defendants.
22. On information and belief, in February of 2015, Minders, the prior owner of Ronnie James Wilson and Robert Lynn Wilson’s Grant of rights in the Original Composition, filed a complaint with YouTube alleging copyright infringement of the song “*I Don’t Believe You Want to Get Up and Dance: Oops*” by the Defendants (excluding Defendant BMG).
23. On information and belief, Defendant songwriters and publishers of “*Uptown Funk*” reached a settlement with Minders.
24. On information and belief as part of the settlement agreement between Minders and Defendants, Ronnie James Wilson and Robert Lynn’s Wilson names were added as co-writers of “*Uptown Funk*. ”
25. Ronnie James Wilson is currently listed on BMI’s Repertoire as a songwriter/composer of “*Uptown Funk*. ” Exhibit 5
26. Ronnie James Wilson is currently listed on ASCAP’s Repertory as a songwriter/composer of “*Uptown Funk*. ” Exhibit 6.

27. Robert Lynn Wilson is currently listed on BMI's Repertoire as a songwriter/composer of "*Uptown Funk.*" Exhibit 5.
28. Robert Lynn Wilson is currently listed on ASCAP's Repertory as a songwriter/composer of "*Uptown Funk.*" Exhibit 5.
29. Ronnie James Wilson's Grant of rights in the Original Composition reverted back to him effective October 8, 2018 in the Original Composition "*I Don't Believe You Want to Get Up and Dance: Oops.*" Since that date, Ronnie James Wilson has been owner of the Grant of rights in the Original Composition.
30. Robert Lynn Wilson's Grant of rights in the Original Composition reverted back to his successors effective October 9, 2018 in the Original Composition "*I Don't Believe You Want to Get Up and Dance: Oops.*" Since that date, Robert Lynn Wilson's successors have been owners of the Grant of rights in the Original Composition.

The October 31, 2018 Cease and Desist Letter to Defendants

31. On October 31, 2018, Plaintiff notified Defendants by Certified Mail that Ronnie James Wilson and Robert Lynn Wilson are owners of the copyright in *I Don't Believe You Want to Get Up and Dance: Oops.* See Cease and Desist letter attached as Exhibit 7.

32. Plaintiffs informed Defendants that effective October 8, 2018, all publishing and songwriter ownership rights Ronnie James Wilson had under the title *I Don't Believe You Want to Get Up and Dance: Oops* reverted to him.
33. Plaintiff Successors of Robert Lynn Wilson also informed Defendants that effective October 9, 2018, all publishing and songwriter ownership rights the successors of Robert Lynn Wilson have under the title *I Don't Believe You Want to Get Up and Dance:Oops* reverted to them.
34. Plaintiff Ronnie James Wilson informed Defendants their use of *I Don't Believe You Want to Get Up and Dance:Oops* in the song entitled *Uptown Funk* was unauthorized by him.
35. Plaintiffs Successors of Robert Lynn Wilson informed Defendants that their use of *I Don't Believe You Want to Get Up and Dance:Oops* in the song entitled *Uptown Funk* was unauthorized by them.
36. Plaintiffs also demanded that the Defendants immediately cease and desist their unlawful copying of *I Don't Believe You Want to Get Up and Dance:Oops*.
37. Plaintiff Ronnie James Wilson also demanded all moneys accrued from October 8, 2018, forward for royalties owed to Ronnie James Wilson for *Uptown Funk* to be paid to Ronnie James Wilson.

38. Plaintiffs Successors of Robert Lynn Wilson also demanded all moneys accrued from October 9, 2018, forward for royalties owed to the successors of Robert Lynn Wilson for *Uptown Funk* should be paid to them.
39. Plaintiffs also demanded that Defendants immediately cease the unauthorized use and distribution of all infringing works plagiarized from *I Don't Believe You Want to Get Up and Dance: Oops.*
40. It was also demanded by Plaintiff that Defendants desist from any other future infringement of Ronnie James Wilson and the successors of Robert Lynn Wilson's ownership rights in the song *I Don't Believe You Want to Get Up and Dance: Oops.*
41. Both Ronnie James Wilson and the successors of Robert Lynn Wilson demanded from Defendants an accounting of revenue since October 8, 2018 for Ronnie James Wilson and October 9, 2018 for Robert Lynn Wilson which Defendants gained from their unauthorized exploitation of Plaintiffs' Original composition.

Defendants' Infringements Since October of 2018, the Effective Date of Ownership of Plaintiffs' Grant of Rights, Copyright and Publishing in the Original Composition

42. Since October 8 of 2018, Defendants have infringed upon and copied original expression from the Plaintiffs' Original Composition "*I Don't Believe You Want to Get Up and Dance: Oops*".
43. "*Uptown Funk*" has been exceedingly commercially successful and has sold millions of copies of the single in the United States. In the United States, "*Uptown Funk*" topped the Billboard Hot 100 and tied the second longest-reigning number one on the Billboard Hot 100 with 14 weeks. It was certified 11 times platinum by the Recording Industry Association of America (RIAA). The song has been reported to earn \$100,000 for the label and copyright claimants per week via streaming on Spotify alone.
44. As of September 1, 2021, the official YouTube video for "*Uptown Funk*" has over 4,277,798,991 billion views. Other YouTube videos of the infringing work have views at over 1 billion. The Infringing Work is RIAA certified multi-platinum in the United States and several other countries. "*Uptown Funk*" has been and continues to be featured and/or performed in countless

major motion pictures, performed in live concerts and TV shows. “*Uptown Funk*” won a Grammy Award for “Record of the Year.”

45. Since the effective date of reversion of the Grant of rights to Plaintiffs, Bruno Mars has performed “*Uptown Funk*” on national TV many times, has performed the song live many times in concert, and “*Uptown Funk*” and has been in numerous nationally released commercials. On information and belief, besides the instances cited within this paragraph, there are many more such unauthorized uses of the Original Composition.
46. On information and belief, the infringing work has been regularly and often performed publically in Tulsa, Oklahoma, on terrestrial radio and platforms. The infringing work was declared to be Billboard's “No. 1 Hot 100 hit of the decade”³ as a direct result of continuous and systematic terrestrial airplay directed at urban city radio markets within the State of Oklahoma, including specifically Tulsa, Oklahoma.
47. On information and belief, the infringing work has been regularly marketed, sold, and otherwise distributed in Oklahoma through numerous stores, outlets, and other retailers, including such stores, outlets, and other retailers in Tulsa,

³See <https://www.billboard.com/charts/decade-end/hot-100>.

Oklahoma since its publication in 2014 and after the effective date of reversion of the Grant of rights to Plaintiffs.

48. On information and belief, the popularity of the infringing work, as a result of intentional marketing and other promotional activities in Oklahoma, prompted Bruno Mars to schedule an additional live performance in Tulsa, Oklahoma, in the fall of 2018.⁴
49. On information and belief, after the effective date of reversion of the Grant of rights to Plaintiffs, Bruno Mars publically performed the infringing work in front of massive live audiences at the BOK Center in Tulsa, Oklahoma, on at least two (2) occasions during performances on October 11, 2018 and October 12, 2018.
50. On information and belief, copies of the infringing work and merchandise referencing and/or marketing the infringing work were sold and otherwise distributed to the public on and around the dates of the infringing work was performed publically on October 11, 2018 and October 12, 2018 in Tulsa, Oklahoma.

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<https://www.oklahoman.com/article/5583720/bruno-mars-adds-second-oklahoma-concert-due-to-high-demand-for-tickets>

51. The following individuals have received writing credit in connection with the “*Uptown Funk*” composition: Bruno Mars, Mark Ronson, Jeffrey Bhasker, Philip Lawrence, Nicholaus Williams p/k/a “Trinidad James” (“Trinidad James”), Devon Christopher Gallaspy (“Devon Gallaspy”), Ronnie James Wilson, Robert Lynn Wilson, Charlie Wilson, Rudolph Taylor and Lonnie Simmons.
52. Ronson, Mars, and Bhasker have received producer credit in connection with the “*Uptown Funk*” recording.
53. DOES 1 through 30 are credited and/or claim credit for the creation of the music composition and sound recording of the Infringing Work.
54. Defendants’ access and authorship to the Original Composition was admitted by Defendants. Ronnie James Wilson and Robert Lynn Wilson’s authorship of the song “*Uptown Funk*” was admitted by Defendant Ronson in a pleading filed on September 22, 2017, with the Central District of California in a different case.⁵ In this filing, Defendants admitted Ronnie James Wilson and

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Case No. 2:16-cv-08056-RSWL-SK, Doc No. 60, in the United States District Court for the Central District of California. In the pleading filed on September 22, 2017, Defendant Ronson admitted “...the following individuals have received writing credit in connection with the “*Uptown Funk*” composition: Bruno Mars, Mark Ronson, Jeffrey Bhasker, Philip Lawrence, Nicholaus Williams p/k/a “Trinidad James” (“Trinidad James”), Devon Christopher Gallaspy (“Devon Gallaspy”), Lonnie Simmons, Ronnie Wilson, Charles

Robert Lynn Wilson received writing credit in connection with the “*Uptown Funk*” composition.

Substantial/Striking Similarities

55. Plaintiffs’ Original Composition may be compared to Defendants’ Infringing Work, and is located on the YouTube.com portal at the webpage below listed as: <https://youtu.be/yVjFwcdQlN0>
56. Defendants’ Infringing Work is an obvious, strikingly and/or substantially similar copy of Plaintiffs’ Original Composition and/or Original Sound Recording that is located on the YouTube.com portal at the webpage listed as: “*Uptown Funk*”- <https://www.youtube.com/watch?v=OPf0YbXqDm0>.
57. Additionally, both the opening of “*Uptown Funk*” and the rap later in the song (around 2:45) share substantially and strikingly similar elements with Plaintiffs’ Original Composition. The first bars of the repeated two-bar refrains both consist of two quarter notes followed by an eighth note and two sixteenths, with the last sixteenth note of the third beat tied to the fourth beat (on the words “head” and “up”) in the Gap Band and the Ronson/Mars works, respectively. The second bars of the refrains both repeat the same texts as the

Wilson, Robert Wilson...”

first bars, slightly modified, with two eighth notes followed by an eighth note and two sixteenth notes, with the last sixteenth note (again on “head” and “up”) tied into the third beat of the second bars. These are striking and substantial similarities between the two phrases. Additionally these striking and similar phrases are pronounced and represent the memorable “hook” for each musical work.

58. The hook in “*Uptown Funk*” is strikingly similar to the hook in “*Oops.*”
59. Despite knowledge and Plaintiffs’ notice to the Defendants of the infringement and demands to cease and desist their unlawful activities, Defendants have willfully and deliberately released, sold and distributed the Infringing Work to the public.
60. Despite notice that their actions constituted copyright infringement, Defendants continue to make, copy, distribute, exploit and publicly perform the Infringing Work.
61. Plaintiffs’ Copyrighted Work was copied into the Infringing Work. The Defendants named herein are the performers, writers, producers, publishers, administrators, distributors, and record labels associated with “*Uptown Funk,*”

who wrote, created, copied, published, licensed, distributed, manufactured and/or sold “*Uptown Funk*,” or authorized others, to do so in various media.

62. By this action, Plaintiffs seek judgment: (a) Declaring that Defendants’ unauthorized creation and/or distribution of the Infringing Work willfully infringed Plaintiffs’ copyrights in and to the Copyrighted Works is in violation of the 1976 Copyright Act; (b) For a preliminary and permanent injunction enjoining Defendants and their respective agents, employees, officers and directors, attorneys, successors, licensees, and assigns, and all those persons acting in concert and combination therewith, from further infringement of Plaintiffs’ copyrights in the Copyrighted Works, including but not limited to the sale and distribution of the Infringing Work and the Infringing Album; (c) Ordering that the Defendants deliver up for destruction all copies including without limitation digital masters and phonorecords containing the Infringing Work which have been made or used in violation of the Plaintiffs’ exclusive rights, and of all masters or other articles by means of which such copies or phonorecords may be reproduced; (d) Awarding Plaintiffs, at their election, either (i) actual damages and the profits derived by Defendants as a result of their infringing activities, pursuant to 17 U.S.C. § 504(b), or (ii) statutory

damages in the maximum amount with respect to the Copyrighted Works, pursuant to 17 U.S.C. §504(c); (e). For an accounting, the imposition of a constructive trust and restitution and disgorgement of Defendants' unlawful profits and benefits obtained as a result of their misappropriation and damages according to proof; (f) for punitive and exemplary damages in such amount as may be awarded at trial; (g) for prejudgment interest according to law; and (h) awarding Plaintiffs their attorneys' fees and full costs pursuant to 17 U.S.C. §505.

PARTIES

63. Plaintiff Ronnie James Wilson is an individual, Founder and group member of The Gap Band, and authored, along with others including Robert Lynn Wilson, the Original Composition. Plaintiff Ronnie James Wilson resides in Tulsa, Oklahoma.
64. Plaintiff ROBIN LYNN WILSON is an individual, successor and heir to Robert Lynn Wilson, the deceased author, along with others including Ronnie James Wilson, of the Original Composition and group member of THE GAP BAND. Plaintiff Robin Wilson resides in Indianapolis, Indiana.

65. Plaintiff LaTINA WILSON is an individual, successor and heir to Robert Lynn Wilson, the deceased author, along with others including Ronnie James Wilson, of the Original Composition and group member of THE GAP BAND. Plaintiff LaTina Wilson resides in Muncie, Indiana.
66. Plaintiff ROBENA WILSON is an individual, successor and heir to Robert Lynn Wilson, the deceased author, along with others including Ronnie James Wilson, of the Original Composition and group member of THE GAP BAND. Plaintiff Robena Wilson resides in Los Angeles, California.
67. On information and belief, Defendant RONSON is an individual doing business in the State of Oklahoma involved in the infringement which took place in Tulsa, Oklahoma in whole or in part.
68. On information and belief, Defendant BRUNO MARS is an individual doing business in the State of Oklahoma involved in the infringement which took place in Tulsa, Oklahoma in whole or in part.
69. On information and belief, Defendant SONY MUSIC ENTERTAINMENT is a corporation engaged in systematic and continuous business in the State of Oklahoma that is involved in the infringement and/or benefits therefrom or

continues to perpetuate the infringement, which also took place in Tulsa, Oklahoma in whole or in part.

70. On information and belief, Defendant WARNER/CHAPPELL MUSIC, INC. is a corporation engaged in systematic and continuous business in the State of Oklahoma that is involved in the infringement and/or benefits therefrom or continues to perpetuate the infringement, which also took place in Tulsa, Oklahoma in whole or in part.
71. On information and belief, Defendant RCA RECORDS, INC. is a corporation engaged in systematic and continuous business in the State of Oklahoma that is involved in the infringement and/or benefits therefrom or continues to perpetuate the infringement, which also took place in Tulsa, Oklahoma in whole or in part.
72. On information and belief, Defendant ATLANTIC RECORDING CORPORATIONS is a corporation engaged in systematic and continuous business in the State of Oklahoma that is involved in the infringement and/or benefits therefrom or continues to perpetuate the infringement, which also took place in Tulsa, Oklahoma in whole or in part.

73. On information and belief, Defendant LAWRENCE is an individual doing business in the State of Oklahoma involved in the infringement which took place in Tulsa, Oklahoma in whole or in part.
74. On information and belief, Defendant LEVINE is an individual doing business in the State of Oklahoma involved in the infringement which took place in Tulsa, Oklahoma in whole or in part.
75. On information and belief, Defendant WILLIAMS is an individual doing business in the State of Oklahoma involved in the infringement which took place in Tulsa, Oklahoma in whole or in part.
76. On information and belief, Defendant ARTIS is an individual doing business in the State of Oklahoma involved in the infringement which took place in Tulsa, Oklahoma in whole or in part.
77. On information and belief, Defendant BHASKER is an individual doing business in the State of Oklahoma involved in the infringement which took place in Tulsa, Oklahoma in whole or in part.
78. On information and belief, Defendant GALLASPY is an individual doing business in the State of Oklahoma involved in the infringement which took place in Tulsa, Oklahoma in whole or in part.

79. On information and belief, Defendant MITCHELL is an individual doing business in the State of Oklahoma involved in the infringement which took place in Tulsa, Oklahoma in whole or in part.
80. On information and belief, Defendant WAY ABOVE MUSIC is a corporation doing business in the State of Oklahoma involved in the infringement which took place in Tulsa, Oklahoma in whole or in part.
81. On information and belief, Defendant MARS FORCE MUSIC, LP is a limited partnership doing business in the State of California involved in the infringement which took place in Tulsa, Oklahoma in whole or in part.
82. On information and belief, Defendant THOU ART THE HUNGER is a corporation doing business in the State of Oklahoma involved in the infringement which took place in Tulsa, Oklahoma in whole or in part.
83. On information and belief, Defendant WB MUSIC CORP is a Delaware corporation doing business in the State of Oklahoma involved in the infringement which took place in Tulsa, Oklahoma in whole or in part.
84. On information and belief, Defendant WINDSWEPT HOLDINGS LLC, a California limited liability company, doing business in the State of Oklahoma that is involved in the infringement and/or benefits therefrom or continues to

perpetuate the infringement, which also took place in Tulsa, Oklahoma in whole or in part.

85. On information and belief, Defendant UNIVERSAL MUSIC CORPORATION is a Delaware corporation engaged in systematic and continuous business in the State of Oklahoma that is involved in the infringement and/or benefits therefrom or continues to perpetuate the infringement, which also took place in Tulsa, Oklahoma in whole or in part.
86. On information and belief, Defendant IMAGEM MUSIC, INC is a Delaware corporation doing business in the State of Oklahoma that is involved in the infringement and/or benefits therefrom or continues to perpetuate the infringement, which also took place in Tulsa, Oklahoma in whole or in part.
87. On information and belief, Defendant ZZR MUSIC, LLC is a limited liability company engaged in business in the State of Oklahoma that is involved in the infringement and/or benefits therefrom or continues to perpetuate the infringement, which also took place in Tulsa, Oklahoma in whole or in part.
88. On information and belief, Defendant TIG7 PUBLISHING, LLC is a Georgia limited liability company, engaged in business in the State of Oklahoma that is involved in the infringement and/or benefits therefrom or continues to

perpetuate the infringement, which also took place in Tulsa, Oklahoma in whole or in part.

89. On information and belief, Defendant SONY/ATV SONGS, LLC is a California limited liability company, engaged in business in the State of Oklahoma that is involved in the infringement and/or benefits therefrom or continues to perpetuate the infringement, which also took place in Tulsa, Oklahoma in whole or in part.

JURISDICTION AND VENUE

90. This is a civil action seeking damages and injunctive relief under the Copyright Act, 17 U.S.C. §101 *et seq.*, and under the laws of the State of Oklahoma.

91. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338 because this action arises under the laws of the United States and the controversy arises under the Copyright Act (17 U.S.C. §§101 *et seq*).

92. This Court has personal jurisdiction over all the named Defendants on the grounds that they are knowingly and purposely doing business in this State and District as all Defendants have purposefully availed themselves of the jurisdiction of this Court by transacting business and committing unlawful acts

of infringement in this Judicial District and the State of Oklahoma concerning the Original Composition at issue in this action.

93. This Court has personal jurisdiction over all the named Defendants because Defendants have engaged in, contributed to, and induced the infringing conduct at issue within the United States and the State of Oklahoma and among other things, have purposefully directed their activities at the United States and at Oklahoma.
94. Plaintiffs additionally aver that, among other things, (a) each of the Defendants or their respective agents are doing or have been doing business continuously in the State of Oklahoma and this District, (b) a substantial part of the wrongful acts committed by Defendants, and each of them, have occurred in interstate commerce, in the State of Oklahoma, and in the Northern District of Oklahoma, (c) Defendants know that the damages and other harmful effects of Defendants' infringing activities occur in the United States and Oklahoma.
95. The Court has original subject matter jurisdiction over the claims that relate to copyright infringement;
96. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 because the parties are diverse and the amount in controversy exceeds \$75,000.

97. Plaintiff incorporates all facts as they relate to jurisdiction as if repeated herein verbatim.
98. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(a) and (b) because this is a judicial District in which a substantial part of the events giving rise to the claims occurred.

ALLEGATIONS COMMON TO ALL COUNTS

THE INFRINGED SONG, COPYING, EXPLOITATION

99. Plaintiffs repeat and reallege the allegations set forth in Paragraphs 1–98 inclusive, as if fully set forth herein.

INTRODUCTION

100. Plaintiff RONNIE JAMES WILSON and PLAINTIFFS ROBIN WILSON, LaTINA WILSON, and ROBENA WILSON, each successor and heirs of Robert Lynn Wilson, are bringing this action to enforce their respective ownerships in the song “*I Don’t Believe You Want to Get Up and Dance: Oops*” cowritten by Ronnie James Wilson, Robert Lynn Wilson, CHARLIE WILSON, RUDY TAYLOR and LONNIE SIMMONS and to seek injunctive relief and damages resulting from the unlawful use by Defendants since October 8, 2018, for Ronnie James Wilson and since October 9, 2018, for the

Successors of Robert Lynn Wilson for their respective individual ownership interests in the song "*I Don't Believe You Want to Get Up and Dance: Oops*" and to recover royalties, money damages, as well as all other appropriate relief, as a result of the Defendants' unlawful use of the song "*I Don't Believe You Want to Get Up and Dance: Oops.*"

101. In 1967, Ronnie James Wilson founded THE GAP BAND. Ronnie James Wilson is a world class and universally recognized musician, songwriter, singer, and producer. In 1972, Robert Lynn Wilson, Ronnie James Wilson's youngest brother, joined THE GAP BAND.
102. In the late 1970s and 1980s, THE GAP BAND achieved huge commercial success, producing numerous hit songs and touring to audiences throughout the country.
103. THE GAP BAND songs are currently played throughout the internet on such internet radio sites as Pandora, Spotify, iHeart, Apple, Google Play, and many, many others.
104. THE GAP BAND albums have been marketed online and sold in stores for decades.

105. The Original Composition, "*I Don't Believe You Want to Get Up and Dance: Oops*", was initially embodied on a sound recording that was released world wide in 1979.
106. On January 22, 1980, "*I Don't Believe You Want to Get Up and Dance: Oops*" was registered with the U.S. Copyright Office, U.S. Copyright No. PAu000168296. The registered songwriters on the song are Ronnie James Wilson Robert Lynn Wilson, Charles Wilson, Rudy Taylor, and Lonnie Simmons.
107. On October 24, 1978, Ronnie James Wilson signed an individual grant of rights which Grant of rights assigned and transferred to Lonnie Simmons d/b/a Total X Publishing Co rights, including publishing, copyright and form and arrangements of his works, to his musical compositions that he wrote, which Grant of rights included "*I Don't Believe You Want to Get Up and Dance: Oops*".
108. Throughout the years, the Grant of rights to the Original Composition were assigned and transferred by and to various entities.

109. On information and belief, one of the final assignments and transfer of the Grant of rights to the Original Composition was to Minders Music Ltd c/o BMG Gold Songs.
110. After Plaintiff Ronnie James Wilson's assignment of his individual grant of rights in 1978, approximately forty years later and effective October 8, 2018, pursuant 17 U.S.C. § 203, Plaintiff Ronnie James Wilson regained his respective ownership interest in "*I Don't Believe You Want to Get Up and Dance: Oops*".
111. On October 25, 1978, Robert Lynn Wilson signed an individual grant of rights which assigned and transferred his rights, including publishing, copyright and form and arrangements of his works, to his musical compositions that he wrote, which Grant of rights included the song "*I Don't Believe You Want to Get Up and Dance: Oops*".
112. Throughout the years, the publishing rights to the Original Composition were assigned and transferred by and to various entities. One of the final assignment and transfer of the Grant of rights to the Original Composition was to Minders Music Ltd c/o BMG Gold Songs.

113. After Plaintiff Robert Lynn Wilson's assignment of his individual grant of rights in 1978, approximately forty years later and effective October 9, 2018, pursuant 17 U.S.C. § 203, the successors of Robert Lynn Wilson, PLAINTIFFS ROBIN WILSON, LaTINA WILSON, and ROBENA WILSON regained their father's respective ownership interest in the song "*I Don't Believe You Want to Get Up and Dance: Oops*".

114. Copyright Office records reflect Defendants RONSON, BRUNO MARS, LAWRENCE, GALLASPY, BHASKER and WILLIAMS as the claimed authors of the Infringing Work "*Uptown Funk*."

Defendants Admit Ronnie James Wilson and Robert Lynn Wilson are Co-Writers of *Uptown Funk*

115. Defendants' access and authorship to the Original Composition has already been admitted by Defendants. Ronnie James Wilson and Robert Lynn Wilson's authorship of the song "*Uptown Funk*" has been admitted by Defendants in pleadings filed on September 22, 2017⁶, with this Court in a different case. In this filing, Defendants admitted Ronnie James Wilson and Robert Lynn Wilson received writing credit in connection with the "*Uptown Funk*" composition.

⁶

Case No. 2:16-cv-08056-RSWL-SK, Doc No. 60

October 31, 2018 Cease and Desist Letter Sent to Defendants

116. On October 31, 2018, Plaintiff sent a Cease and Desist Letter (“C&D Letter”) to Defendants by Certified Mail that Ronnie James Wilson and Robert Lynn Wilson are owners of the copyright in *I Don’t Believe You Want to Get Up and Dance: Oops.*
117. Plaintiffs informed Defendants that effective October 8, 2018, all publishing and songwriter ownership rights Ronnie James Wilson had under the title *I Don’t Believe You Want to Get Up and Dance: Oops* reverted to him.
118. Plaintiff Successors of Robert Lynn Wilson informed Defendants that effective October 9, 2018, all publishing and songwriter ownership rights the successors of Robert Lynn Wilson have under the title *I Don’t Believe You Want to Get Up and Dance: Oops* reverted to them.
119. Plaintiff Ronnie James Wilson also informed Defendants their use of *I Don’t Believe You Want to Get Up and Dance: Oops* in the song entitled *Uptown Funk* was unauthorized.
120. In the C&D Letter, the Successors of Robert Lynn Wilson informed Defendants that their use of *I Don’t Believe You Want to Get Up and Dance: Oops* in the song entitled *Uptown Funk* was unauthorized.

121. In the C&D Letter, Plaintiffs also demanded the Defendants immediately cease and desist their unlawful copying of *I Don't Believe You Want to Get Up and Dance: Oops.*
122. Plaintiff Ronnie James Wilson demanded all moneys accrued from October 8, 2018, forward for royalties owed to Ronnie James Wilson for *Uptown Funk* to be paid to Ronnie James Wilson.
123. Plaintiffs Successors of Robert Lynn Wilson demanded all moneys accrued from October 9, 2018, forward for royalties owed to the successors of Robert Lynn Wilson for *Uptown Funk* should be paid to them.
124. Plaintiffs also demanded that Defendants immediately cease the unauthorized use and distribution of all infringing works plagiarized from *I Don't Believe You Want to Get Up and Dance: Oops.*
125. It was also demanded by Plaintiff Ronnie James Wilson in the C&D Letter that Defendants desist from any other future infringement of Ronnie James Wilson and the successors of Robert Lynn Wilson's rights in the song *I Don't Believe You Want to Get Up and Dance: Oops.*
126. Both Ronnie James Wilson and the successors of Robert Lynn Wilson demanded an accounting of revenue since October 8, 2018 for Ronnie James

Wilson and October 9, 2018 for Robert Lynn Wilson gained from the Defendants' unauthorized exploitation of their Original Composition.

127. Plaintiffs demanded they be compensated for the unauthorized use of their Original work as it relates to Defendants' use and exploitation in each and every medium, including but not limited to album sales/revenue, performance and radio revenue, digital distribution revenues, and sync licensing revenues.
128. Defendants have willfully and intentionally disregarded Plaintiffs' copyright and ownership interests in the Original Composition.
129. Defendants have further wrongfully used, distributed and sold the Infringing Work without obtaining authorization from and/or compensating Plaintiffs for their use of Plaintiffs' Original Composition since October 8, 2018, for Ronnie James Wilson and since October 9, 2018 for the Successors of Robert Lynn Wilson.
130. Defendants' unauthorized use of the Infringing Work and their subsequent distribution and sale of the Infringing Work, without authorization and any payment to Plaintiffs for the use as of October 8, 2018, for Ronnie James Wilson and as of October 9, 2018, for the successors of Robert Lynn Wilson,

was and continues to be a direct infringement of Plaintiffs' copyrights and ownership of the Original Composition.

131. As a result, Plaintiffs have incurred and are continuing to incur significant damages.
132. Defendants' actions constitute copyright infringement in violation of United States copyright laws.

FIRST CLAIM FOR RELIEF

**COPYRIGHT INFRINGEMENT
(AGAINST ALL DEFENDANTS)**

133. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1-132 inclusive, as if fully set forth herein.
134. Ronnie James Wilson is an owner of the copyright in *I Don't Believe You Want to Get Up and Dance: Oops.*
135. The Successors of Robert Lynn Wilson are owners of the copyright in *I Don't Believe You Want to Get Up and Dance: Oops.*
136. The Infringing Work infringes Plaintiffs' copyright interest in the Original Composition through its unauthorized bodily misappropriation thereof without compensation.

137. Plaintiffs did not authorize, license or consent to the use of the Original Composition in the Infringing Work by Defendants without compensation, which constitutes an infringement of Plaintiffs' copyright.
138. Defendants have admitted access to Plaintiffs Original Composition.
139. Defendants knew Plaintiffs' copyright rights reverted back to them on October 8, 2018 for Ronnie James Wilson and on October 9, 2018 for the Successors of Robert Lynn Wilson yet, in spite of having this knowledge, Defendants intentionally and knowingly infringed the copyright thereto.
140. Defendants have already publicly admitted that Ronnie James Wilson and Robert Lynn Wilson are cowriters of *Uptown Funk*.
141. Defendants' copying is blatant and clear in structure, rhythm, type/tone/nature and/or arrangement that the Infringing Work and Original Composition and Defendants have already admitted that Ronnie James Wilson and Robert Lynn Wilson are co-writers of *Uptown Funk*.
142. By continuing to distribute, perform, publish and copy the Infringing Work after the effective date of October 8, 2018, for Ronnie James Wilson and after the effective date of October 9, 2018, for the successors of Robert Lynn Wilson, without authorization of Plaintiffs and payment to Plaintiffs,

Defendants have violated Plaintiffs' copyright in Plaintiffs' Original Composition for the purpose of their own financial gain.

143. Without authorization or consent, Defendants have performed, published, copied and distributed Plaintiffs' Composition embodied in the Infringing Work.
144. Upon information and belief, Defendants have collected fees and royalties from the sale of the Infringing Work, the Infringing Album, and internet streaming royalties. Defendants have retained those fees and royalties without submitting any amount to Plaintiffs.
145. Defendants' conduct, including infringement, has been, and continues to be, willful and knowing and with utter and reckless disregard for Plaintiffs' rights, and, as such, Defendants' direct and willful acts of infringement entitle Plaintiffs to recover from Defendants damages pursuant to 17 U.S.C. § 504.
146. Plaintiffs are entitled to compensatory and/or statutory damages in an amount to be determined at trial, in addition to punitive damages.

SECOND CLAIM FOR RELIEF

ACCOUNTING

(AGAINST ALL DEFENDANTS)

147. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1-146, inclusive, as if fully set forth herein.
148. Under the cause of action as set forth herein, Plaintiffs may recover any and all profits of Defendants that are attributable to their misappropriation and conversion of Plaintiffs' ideas and property rights.
149. Upon information and belief, Defendants received, and continue to receive, profits from the sale of and contracts related to the Infringing Album and the Infringing Work that violate Plaintiffs' copyright interests in the Original Composition.
150. Plaintiffs are entitled to a full accounting of all net profits received by Defendants in connection with the creation, marketing, distribution and sale of the Infringing Composition, Infringing Sound Recording and Infringing Album.
151. Accordingly, due to the abovementioned violations of federal, state, and common law, Plaintiffs demand that the Defendants render an accounting to

ascertain the amount of such profits which have been realized since October 8, 2018 forward for such violations.

152. As a direct and proximate result of the Defendants' misappropriation, Plaintiffs have been damaged, and Defendants have been unjustly enriched, in an amount to be proven at trial for which damages and/or restitution and disgorgement are appropriate. Such damages and/or restitution and disgorgement should include a declaration by this Court that Defendants, and each of them, are constructive trustees for the benefit of Plaintiffs and order that Defendants convey to the Plaintiffs all gross receipts and benefits received or to be received that are attributable to the infringement of the Original Composition.

153. The exact amount of money due from Defendants is unknown to Plaintiffs, and can only be ascertained through an accounting.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues in this action.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs respectfully request this Court enter a final judgment in their favor and as against Defendants, jointly and severally, as follows:

1. Determining that Defendants have infringed on Plaintiffs' copyright interests in the Copyrighted Works;
2. That Defendants, and their agents, employees, and all other persons in active concert or privity or in participation with them, be enjoined from directly or indirectly infringing on Plaintiffs' copyright in the subject Copyrighted Works or from continuing to market, offer, sell, dispose of, license, lease, transfer, display, advertise, reproduce, develop, or manufacture any works derived, copied, and/or sampled from the Copyrighted Works, in whatever medium, or to participate or assist in any such activity;
3. That Defendants, and all their representatives, agents, servants, employees, officers, directors, partners, attorneys, subsidiaries, and all persons under their control or acting in active concert or participation with them, be ordered to immediately post a notice on each of their web sites stating that the prior use of the subject Copyrighted Works was unauthorized;
4. That Defendants, their affiliates and licensees, immediately cease and desist from any further recording, reproduction, performances, distribution, transmission, or other use of the Copyrighted Works;

5. That judgment be entered in favor of Plaintiffs and against Defendants for the actual damages suffered by Plaintiffs and for any profits attributable to the infringements of Plaintiffs' copyright in the Copyrighted Works, the amount of which, at present, cannot be fully ascertained;
6. That judgment be entered in favor of Plaintiffs and against Defendants for statutory damages based on Defendants acts of infringement, pursuant to 17 U.S.C. § 504;
7. That all gains, profits, and advantages derived by Defendants from their acts of infringement and other violations of law be deemed to be held in constructive trust for the benefit of Plaintiffs;
8. That Defendants be ordered to furnish to Plaintiffs a complete and accurate accounting of any and all profits earned in connection with their use of the subject Copyrighted Works, Infringing Work and Infringing Album;
9. That judgment be entered in favor of Plaintiffs and against Defendants for punitive damages for their willful disregard of Plaintiffs' rights;
10. That judgment be entered against Defendants for Plaintiffs' costs, disbursement and attorneys' fees pursuant to 17 U.S.C. §§ 101, *et seq.*; and

11. That the Court grant such other and further relief as this Court deems just, proper, and equitable under the circumstances.

Dated: September 25, 2021

Respectfully submitted,

s/Bill Zuhdi

Bill Zuhdi, OBA #10013
The Zuhdi Law Firm
PO Box 1077
Oklahoma City, OK 73101
Telephone: (405) 232-1400
Facsimile: (405) 920-6164
Email: Bill@billzuhdi.com
Attorney for Plaintiffs
Ronnie James Wilson
Robin Lynn Wilson
Robena Wilson
LaTina Wilson
Successors of Robert Lynn Wilson

EXHIBIT 1

Certificate of Recordation



This is to certify that the attached document was recorded on the date and in the place shown below.

This certificate is issued under the seal of the United States Copyright Office.

A handwritten signature in black ink, appearing to read "Kay A. Taylor".

Acting United States Register of Copyrights and Director

April 20, 2018

Date Of Recordation

9952

555

Volume

Doc. No.

TO:	BMG Platinum Songs US 1745 Broadway 19 th Floor New York, NY 10019	BMG US New York NY 1745 Broadway 19 th Floor New York, NY 10019	BMG US Los Angeles 6100 Wilshire Blvd., Suite 1600 Los Angeles, CA 90048	BMG US Nashville 29 Music Square East Nashville, TN 37203
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Minder Music LTD
c/o BMG Gold Songs
BMG RIGHTS MANAGEMENT US LLC
1745 Broadway 19th Floor
New York, NY 10019

Sony/ATV Songs LLC
8 Music SQ W
Nashville, TN 37203-3204

SUBJ: Notice of Termination for below listed works authored by Ronnie Wilson a/k/a
Ronnie J. Wilson a/k/a Ronnie James Wilson (hereinafter "Ronnie Wilson")

FROM: Ronnie J. Wilson
2727 Treble Creek, Apt. #122
San Antonio, Texas 78258

NOTICE OF TERMINATION

- I. The grant is being terminated under Section 203. Ronnie Wilson has terminated the grant in the following works under 17 U.S.C. §203.
- II. The name of the grantee whose rights are being terminated or the name of the grantee's successors in title, are:

Grantee's Successors in Title:
BMG PLATINUM SONGS, US
MINDER MUSIC LTD
SONY/ATV SONGS LLC

Each address at which service of the notice is being made:

TO:	BMG Platinum Songs US 1745 Broadway 19 th Floor New York, NY 10019	BMG US New York NY 1745 Broadway 19 th Floor New York, NY 10019	BMG US Los Angeles 6100 Wilshire Blvd., Suite 1600 Los Angeles, CA 90048	BMG US Nashville 29 Music Square East Nashville, TN 37203
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Minder Music LTD
c/o BMG Gold Songs
BMG RIGHTS MANAGEMENT US
LLC
1745 Broadway 19th Floor
New York, NY 10019

Sony/ATV Songs LLC
8 Music SQ W
Nashville, TN 37203-3204

- III. DATE OF EXECUTION OF THE GRANT BEING TERMINATED: 10/24/78
 DATE OF PUBLICATION OF THE WORKS UNDER THE GRANT: 11/19/79
- IV. For each work (the eight (8) titles to the works are set forth below) to which the Notice of Termination applies, the title of the work and the name of the author or, in the case of a joint work, the author who executed the grant being terminated and if possible and practicable, the original copyright registration number:

Title of the Works	Name of the Author	Name of authors of joint work	U.S. Copyright Registration No.
<i>I Don't Believe You Want to Get Up and Dance: Oops</i>	Ronnie Wilson (executed Individual Grant)	Ronnie Wilson (Ronnie Wilson terminates his separate grant of his copyright interest in the joint work) Robert Wilson Charles Wilson Rudy Taylor Lonnie Simmons	PAu000168296

Title of the Works	Name of the Author	Name of authors of joint work	U.S. Copyright Registration No.
<p><i>Alternate titles:</i></p> <p>1) <i>Oops Upside the Head</i></p> <p>2) <i>Smurfs Get Inside Your Head</i></p> <p>3) <i>Strap On The Side</i></p> <p>4) <i>Just Because You Don't Believe</i></p> <p>5) <i>Right Tool For The Job</i></p> <p>6) <i>Say Oops</i></p> <p>7) <i>Do You Right</i></p>	Ronnie Wilson (executed individual grant)	Ronnie Wilson (Ronnie Wilson terminates his separate grant of his copyright interest in the joint work) Robert Wilson Charles Wilson Rudy Taylor Lonnie Simmons	PAu000168296

V. A brief statement reasonably identifying the grant to which the notice of termination applies:

The author Ronnie Wilson granted and conveyed to Publisher all his rights in and to all musical compositions including title, words and music that writer invented, wrote, conceived, arranged, composed, created or originated heretofore or during the term hereof.

VI. The effective date of termination: October 8, 2018.

VII. Clear identification of the information specified by paragraphs (b)(1) and (b)(2) of this section requires a complete and unambiguous statement of facts in the notice itself, without incorporation by reference of information in other documents or records.

Statement of Facts

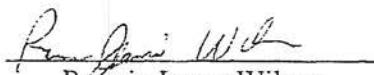
On October 24, 1978, author Ronnie J. Wilson entered into an Exclusive Songwriter Agreement ("Agreement"). This Agreement was between Lonnie Simmons d/b/a Total X Publishing Co. ("Publisher") and Ronnie J. Wilson. In the Agreement, Ronnie J. Wilson made a grant of rights to the Publisher of all the musical compositions he invented, wrote, conceived, arranged, composed, created, or originated heretofore or during the term of the agreement and any extensions, alone or in collaboration with others. Ronnie J. Wilson wrote

and jointly wrote the songs designated herein which were published and copyrighted, publishing date and original copyright are set forth above.

BMG Platinum Songs US, Minder Music LTD, and Sony/ATV Songs LLC, are the grantee's successors in title of the works designated herein. Under 17 U.S.C. § 203, Ronnie J. Wilson is terminating the grant of rights Agreement dated October 24, 1978, that conveyed the right of publication.

S I G N A T U R E

Hand written signature of Ronnie J. Wilson effecting the termination,
and a statement of the full name and address of Ronnie J. Wilson.



Ronnie James Wilson
2727 Treble Creek, Apt. #122
San Antonio, Texas 78258

Please direct any inquiries or questions to Ronnie J. Wilson's legal counsel:
Bill Zuhdi, Esq.
The Zuhdi Law Firm
P.O. Box 1077
Oklahoma City, OK, 73101
(405)232-1400 (office)
bill@billzuhdi.com

EXHIBIT 1(A)

Type of Work: Recorded Document

Document Number: V9952D555

Date of Recordation:
2018-04-20

Entire Copyright Document:
V9952 D555 P1-4

Title: I don't believe you want to get up and dance: oops & 7 other titles.

Notes: Notice of termination of grant under 17 USC Section 203;
date and manner of service of the notice: 27Sep16, by first class mail. Alternate titles are not included in the titles count. Termination effective 8Oct18.

Party 1: Ronnie James Wilson.

Party 2: BMG Platinum Songs, US, Minder Music, Ltd., & Sony/ATV Songs, LLC.

Names: Wilson, Ronnie James
BMG Platinum Songs, US
Minder Music, Ltd.
Sony/ATV Songs, LLC

EXHIBIT 2

Certificate of Recordation



This is to certify that the attached document was recorded on the date and in the place shown below.

This certificate is issued under the seal of the United States Copyright Office.

A handwritten signature in blue ink that reads "Kay A. Taylor".

Acting United States Register of Copyrights and Director

April 20, 2018

Date Of Recordation

9955

815

Volume

Doc. No.

TO:	BMG Platinum Songs US 1745 Broadway 19 th Floor New York, NY 10019	BMG US New York NY 1745 Broadway 19 th Floor New York, NY 10019	BMG US Los Angeles 6100 Wilshire Blvd., Suite 1600 Los Angeles, CA 90048	BMG US Nashville 29 Music Square East Nashville, TN 37203
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Minder Music LTD
c/o BMG Gold Songs
BMG RIGHTS MANAGEMENT US LLC
1745 Broadway 19th Floor
New York, NY 10019

Sony/ATV Songs LLC
8 Music SQ W
Nashville, TN 37203-3204

SUBJ: Notice of Termination for below listed works authored by Robert Wilson
a/k/a Robert Lynn Wilson (hereinafter "Robert Wilson")

FROM: Successors of deceased author Robert Wilson
Robin Tionna Lynn Wilson-Suttice, Child
LaTina Lynn Wilson, Child
Robena Annette Wilson, Child

NOTICE OF TERMINATION

- I. The grant is being terminated under Section 203. The successors of deceased author Robert Wilson have terminated the grant in the following works under 17 U.S.C. §203.
- II. The name of the grantee whose rights are being terminated or the name of the grantee's successors in title, are:

Grantee's Successors in Title:
BMG PLATINUM SONGS, US
MINDER MUSIC LTD
SONY/ATV SONGS LLC

Each address at which service of the notice is being made:

TO:	BMG Platinum Songs US 1745 Broadway 19 th Floor New York, NY 10019	BMG US New York NY 1745 Broadway 19 th Floor New York, NY 10019	BMG US Los Angeles 6100 Wilshire Blvd., Suite 1600 Los Angeles, CA 90048	BMG US Nashville 29 Music Square East Nashville, TN 37203
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Minder Music LTD
c/o BMG Gold Songs
BMG RIGHTS MANAGEMENT US
LLC
1745 Broadway 19th Floor
New York, NY 10019

Sony/ATV Songs LLC
8 Music SQ W
Nashville, TN 37203-3204

III. DATE OF EXECUTION OF THE GRANT BEING TERMINATED: 10/25/78**DATE OF PUBLICATION OF THE WORKS UNDER THE GRANT: 11/19/79****IV.** For each work (the eight (8) titles to the works are set forth below) to which the Notice of Termination applies, the title of the work and the name of the author or, in the case of a joint work, the author who executed the grant being terminated and if possible and practicable, the original copyright registration number:

Title of the Work	Name of the Author	Name of authors of joint work	U.S. Copyright Registration No.
<p><i>I Don't Believe You Want to Get Up and Dance: Oops</i></p> <p><i>Alternate Titles:</i></p> <p><i>1) Oops Upside the Head</i></p> <p><i>2) Smurfs Get Inside Your Head</i></p> <p><i>3) Strap On The Side</i></p> <p><i>4) Just Because You Don't Believe</i></p> <p><i>5) Right Tool For The Job</i></p> <p><i>6) Say Oops</i></p> <p><i>7) Do You Right</i></p>	<p>Robert Wilson (executed Individual Grant)</p>	<p>Robert Wilson (Robert Wilson terminates his separate grant of his copyright interest in the joint work).</p> <p>Ronnie Wilson Charles Wilson Rudy Taylor Lonnie Simmons</p>	<p>PAu000168296</p>

V. A brief statement reasonably identifying the grant to which the notice of termination applies:

The author Robert Wilson granted and conveyed to Publisher all his rights in and to all musical compositions including title, words and music that writer invented, wrote, conceived, arranged, composed, created or originated heretofore or during the term hereof.

VI. The effective date of termination: October 9, 2018

VII. In the case of termination of a grant executed by one or more of the authors of the work where the termination is exercised by the successors of a deceased author, a listing of the names and relationships to that deceased author of all of the following, together with specific indication of the person or persons executing the notice who constitute more than one-half of that author's termination interest.

- Under 17 U.S.C. § 203, successors of deceased author Robert Lynn Wilson, namely Robin Tionna Lynn Wilson-Suttice (daughter of Robert Lynn Wilson), LaTina Lynn Wilson (daughter of Robert Lynn Wilson) and Robena Annette Wilson (daughter of Robert Lynn Wilson) are terminating the grant of rights Agreement dated October 25, 1978, that conveyed the right of publication.
 - The author has no surviving widow.
 - All of the author's children are surviving and are:
Robin Tionna Lynn Wilson-Suttice (daughter of Robert Lynn Wilson)
LaTina Lynn Wilson (daughter of Robert Lynn Wilson)
Robena Annette Wilson (daughter of Robert Lynn Wilson)
 - The author has no deceased children.
 - A specific indication of the person or persons executing the notice who constitute more than one-half of Robert Wilson's termination interest:
 - The right to terminate the grant under 17 U.S.C. § 203 is being exercised by Robert Lynn Wilson's heirs and the individuals executing this notice constitute more than one-half of Robert Lynn Wilson's termination interest:
- VIII. Clear identification of the information specified by paragraphs (b)(1) and (b)(2) of this section requires a complete and unambiguous statement of facts in the notice itself, without incorporation by reference of information in other documents or records.

Statement of Facts

On October 25, 1978, author Robert Lynn Wilson entered into an Exclusive Songwriter Agreement ("Agreement"). This Agreement was between Lonnie Simmons d/b/a Total X Publishing Co. ("Publisher") and Robert Lynn Wilson. In the Agreement, Robert Lynn Wilson made a grant of rights to the Publisher of all the musical compositions he invented, wrote, conceived, arranged, composed, created, or originated heretofore or during the term of the agreement and any extensions, alone or in collaboration with others. Robert Lynn Wilson wrote and jointly wrote the songs designated herein which were published and copyrighted, publishing date and original copyright are set forth above.

BMG Platinum Songs US, Minder Music LTD, and Sony/ATV Songs LLC, are the grantee's successors in title of the works designated herein.

SIGNATURES

**SUCCESSORS OF DECEASED
AUTHOR ROBERT LYNN WILSON**

Hand written signature of the successors of deceased author Robert Lynn Wilson effecting the termination, and a statement of the full name and address of each successor.

Robin Tionna Lynn Wilson-Suttice

Robin Tionna Lynn Wilson-Suttice
Robert Lynn Wilson's Child
5402 W. 36th Street
Indianapolis, IN 46224

LaTina Lynn Wilson

LaTina Lynn Wilson
Robert Lynn Wilson's Child
2017 Rector Street
Muncie, IN 47303

Robena Annette Wilson

Robena Annette Wilson
Robert Lynn Wilson's Child
7000 South Hoover Street, Apt #8
Los Angeles, CA 90044

Please direct any inquiries or questions to Robert Lynn Wilson's children's legal counsel:

Bill Zuhdi, Esq.
The Zuhdi Law Firm
P.O. Box 1077
Oklahoma City, OK, 73101
(405)232-1400 (office)
bill@billzuhdi.com

EXHIBIT 2(A)

Type of Work: Recorded Document

Document Number: V9955D815

Date of Recordation:
2018-04-20

Entire Copyright Document:
V9955 D815 P1-5

Registration Number Not Verified:
PAu168296

Title: I don't believe you want to get up and dance: Oops & 7 other titles; musical composition / Robert Wilson;
Reg. PAu168296.

Notes: Notice of termination of grant under 17 USC Section 203;
date and manner of service of notice: 27Sep16, via First Class Mail.

Party 1: Robin Tionna Lynn Wilson-Suttice, LaTina Lynn Wilson,
Robena Annette Wilson children and successors of deceased author Robert Wilson.

Party 2: BMG Platinum Songs US, BMG US (New York), BMG US (Los Angeles), BMG US (Nashville), Minder Music Ltd./BMG Rights Management US, LLC & Sony/ATV Songs, LLC.

Names: Wilson-Suttice, Robin Tionna Lynn
Wilson, LaTina Lynn
Wilson, Robena Annette
Wilson, Robert
BMG Platinum Songs US
BMG US (New York)
BMG US (Los Angeles)
BMG US (Nashville)
Minder Music Ltd./BMG Rights Management US, LLC
Sony/ATV Songs, LLC
Robert Wilson

=====

EXHIBIT 3

Type of Work: Music

Registration Number / Date:
PAu000168296 / 1980-01-22

Title: I don't believe you want to get up and dance : Oops / by
Lonnie Simmons, Ronnie Wilson, Charles Wilson ... [et
al.]

Description: 1 v.

Copyright Claimant:
Total Experience Publishing Company

Date of Creation: 1979

Authorship on Application:
words & music: Lonnie Simmons, Ronnie Wilson, Charles
Wilson et al.

Other Title: Oops

Names:
Simmons, Lonnie
Wilson, Ronnie
Wilson, Charles
Total Experience Publishing Company

EXHIBIT 4

Type of Work: Music

Registration Number / Date:
PA0001929727 / 2014-12-18

Application Title: Uptown Funk.

Title: Uptown Funk.

Description: Electronic file (eService)

Copyright Claimant:

Way Above Music, Transfer: By written agreement.
Sony/ATV Music Publishing LLC, Transfer: By written
agreement.
Publishing Designee of Mark Ronson, Transfer: By written
agreement.
Publishing Designee of Bruno Mars, Transfer: By written
agreement.
Publishing Designee of Phillip Lawrence, Transfer: By
written agreement.

Date of Creation: 2014

Date of Publication:
2014-11-10

Nation of First Publication:
United States

Authorship on Application:

Jeff Bhasker; Citizenship: United States. Authorship:
music, lyrics.
Bruno Mars; Citizenship: United States. Authorship: music,
lyrics.
Mark Ronson; Citizenship: United States. Authorship: music,
lyrics.
Phillip Lawrence; Citizenship: United States. Authorship:
music, lyrics.

Pre-existing Material:

music, lyrics, This contains a sample of "All Gold
Everything" written by Devon Gallaspy & Nicholaus
Williams published by Sony/ATV Music Publishing LLC and
the publishing designee of Nicholaus Williams.

Basis of Claim: music, lyrics.

Rights and Permissions:

Kent Goolsby, Sony/ATV Music Publishing LLC, Sony/ATV Music
Publishing LLC, 424 Church Street, Nashville, TN, 37219,
United States, kent.goolsby@sonyatv.com

Names:
Bhasker, Jeff
Mars, Bruno
Ronson, Mark
Lawrence, Phillip
Way Above Music
Sony/ATV Music Publishing LLC
Publishing Designee of Mark Ronson
Publishing Designee of Bruno Mars
Publishing Designee of Phillip Lawrence

EXHIBIT 5



A combined view of ASCAP and BMI musical works.

NOW VIEWING...

BMI Repertoire

BMI Work ID

SV Status

Writer / Composer

36 results found

★ UPTOWN FUNK

18481889

BHASKER JEFFREY ... AA

GALLASPY DEVON C... ALVIN AND THE CHIP...

TOTAL %	WORK ID	Writers / Composers	Publishers
CONTROLLED BMI 55.63%	18481889	% CONTROLLED BMI: 33%	% CONTROLLED BMI: 22.63%
ISWC T9157980342		WRITERS / COMPOSERS CURRENT AFFILIATION IPI #	PUBLISHERS CURRENT AFFILIATION IPI #
★ BMI Award Winning Song		BAKER CHRISTOPHER BMI 423763854 BAND PERRY BMI 703338665 BART BAKER BMI 477487104 BROOKS & DUNN GMR 430835768 BRUNO MARS IIGMR 199628407 CHRISTOPHER SIMMONS LONNIE BMI 50776086 CHRISTOPHER TAYLOR RUDOLPH BMI 50779175 CHRISTOPHER WILLIAMS NICHOLAUS BMI 690390922 CHRISTOPHER JOSEPH BMI 87159150 CHRISTOPHER WILSON CHARLES K BMI 87167348 CHRISTOPHER WILSON ROBERT LYNN BMI 87159346	CONCORD COPYRIGHTS BMI 871288311 SONGS OF KOBALT MUSIC PUBLISHING BMI 401084411 SONGS OF KOBALT MUSIC PUBLISHING BMI 401084411 SONY/ATV BALLAD BMI 691061940 SONY/ATV SONGS LLC BMI 187062752 TAKING CARE OF BUSINESS MUSIC INC BMI 600851385
		Performers	Additional Non-BMI Publishers
		AA	
		ALVIN AND THE CHIPMUNKS	
		ANTHEM LIGHTS	
		BAND PERRY	
		BART BAKER	
		BRUNO MARS	
		BRUNO MARS FEAT MAR	
		BRUNO MARS MARK RONSON	
		BRUNO MARS MARK RONSON MARK RONSON FEAT BRUNO MARS	
		BRUNO MARS W MARK RONSON	
		CELINE DION	
		CHIPMUNKS	
		EMBERS	
		FALL OUT BOY	
		FATBOY SLIM JEROME ROBBINS	
		FLEUR EAST	

JAMIE CULLUM

JAMISON CHRIS

JAMMY JAMS

KIDZ BOP KIDS

KY BALDWIN

LUKE BRYAN

Title	BMI Work ID	SV Status	Writer / Composer
	MARK RONSON		
	MARK RONSON BRUNO M		
	MARK RONSON F BRUNO MA		
	MARK RONSON FEAT BRUNO MARS		
	MARK RONSON W BRUNO MARS		
	MARK RONSONBRUNO MARS		
	MARS		
	MARS BRUNO		
	MARSMARK RONSON AND BRUNO		
	PLAZA PEOPLE		
	POWER MUSIC WORKOUT		
	RIXTON		
	ROCKABYE BABY		
	RONSON MARK		
	RONSON MARK FEATURING BRUNO MARS		
	RONSON MARK MARS BRUNO		
	SERBAN GHENEA BRUNO MARS RICCARDO DAMIAN MARK RONSON DEVIN NAKAO MATTHEW ST		
	THE CHIPMUNKS		
	TYLER WARD TWO WORLDS		
	UPTOWN FUNK		
	VUDUCRU		
	WORKOUT DANCE FACTORY		

EXHIBIT 6

Repertory[Download ASCAP Repertory](#) **UPTOWN FUNK**

ISWC: T9157980342

Work ID: 887799348

SONGVIEW 

Total Current ASCAP Share: 17% Total Current BMI Share: 66.01%

Writers

ASCAP controls: 8.5%

BMI controls: 33%

	PRO	IPI
BHASKER JEFFREY NATH	BMI	423763854
GALLASPY DEVON CHRISTOPHER	BMI	703338665
HERNANDEZ PETER GENE	GMR	477487104
LAWRENCE PHILIP MARTIN	GMR	430835768
RONSON MARK D	BMI	199628407
SIMMONS LONNIE	BMI	50776086
TAYLOR RUDOLPH	BMI	50779175
WILLIAMS NICHOLAUS JOSEPH	BMI	690390922
WILSON CHARLES K	BMI	87159150
WILSON ROBERT LYNN	BMI	87167348
WILSON RONNIE JAMES	BMI	87159346

Publishers

ASCAP controls: 8.5%

BMI controls: 33.01%

	PRO	IPI
BMG GOLD SONGS Contact Info ▾	ASCAP	601191692
IMAGEM MUSIC BV Additional Info ▾	BUMA	551447456
MARS FORCE MUSIC Contact Info ▾	NS	583434436
NEW SONGS ADMINISTRATION LIMITED Additional Info ▾	PRS	758557686
SONGS OF KOBALT MUSIC PUBLISHING	BMI	401084411
SONGS OF ZELIG Additional Info ▾	BMI	692222545
SONY ATV SONGS LLC	BMI	187095633
SONY/ATV BALLAD	BMI	691061940
THOU ART THE HUNGER Contact Info ▾	ASCAP	585211255

	PRO	IPI
ASCAP controls: 8.5% BMI controls: 33.01%		
TIG7 PUBLISHING LLC Additional Info ▾	BMI	772241056
TRINLANTA PUBLISHING Additional Info ▾	BMI	712780746
WAY ABOVE MUSIC Additional Info ▾	BMI	584690114
<u>WC MUSIC CORP</u> Contact Info ▾	ASCAP	53026414

Additional Non-ASCAP and Non-BMI Publishers

Performers

AA	ALVIN & THE CHIPMUNKS
ANTHEM LIGHTS	BAND PERRY
BART BAKER	BRUNO MARS
BRUNO MARS / MARK RONSON	BRUNO MARS FEAT MAR
BRUNO MARS FEAT. MAR	BRUNO MARS MARK RONSON
BRUNO MARS MARK RONSON MARK RONSON FEAT BRUNO MAR	BRUNO MARS W MARK RONSON
BRUNO MARS W/MARK RONSON	BRUNO MARS/MARK RONSON/MARK RONSON FEAT. BRUNO MA
BRUNO MARS/MARK RONSON/MARK RONSON FEAT. BRUNO MAR	CELINE DION
CHIPMUNKS	EMBERS
FALL OUT BOY	FATBOY SLIM JEROME ROBBINS
FLEUR EAST	JAMIE CULLUM
JAMISON CHRIS	JAMMY JAMS
KIDZ BOP KIDS	KY BALDWIN
LUKE BRYAN	MARK RONSON
MARK RONSON (F/BRUNO MA	MARK RONSON (FEAT. BRUNO MARS)
MARK RONSON BRUNO M	MARK RONSON FEAT BRUNO MARS
MARK RONSON FEAT. BRUNO MARS	MARK RONSON W BRUNO MARS
MARK RONSON/BRUNO M	MARK RONSON/BRUNO MARS
MARS	MARS BRUNO
MARSMARK RONSON AND BRUNO	PLAZA PEOPLE
POWER MUSIC WORKOUT	RIXTON
ROCKABYE BABY!	RONSON MARK
RONSON MARK / MARS BRUNO	RONSON MARK FEATURING BRUNO MARS
RONSON MARK MARS BRUNO	SERBAN GHENEA BRUNO MARS RICCARDO DAMIAN MARK RONS

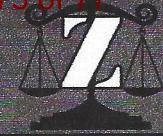
THE CHIPMUNKS	TYLER WARD TWO WORLDS
UPTOWN FUNK	VARIOUS ARTISTS
VUDUCRU	WORKOUT DANCE FACTORY

Alternate Titles

GARNIER FRUCTIS UPTOWN FUNK	SKIPFB-0174
UPT	UPTOWN FUNK
UPTOWN FUNK (135 BPM WORKOUT REMIX)	UPTOWN FUNK (FEAT. BRUNO MARS)
UPTOWN FUNK (FEAT. IDRIS ELBA)	UPTOWN FUNK (FROM ALVIN AND THE CHIPMUNKS: T
UPTOWN FUNK (ULLABY RENDITION)	UPTOWN FUNK (MARK RONSON FT BRUNO MARS COVER
UPTOWN FUNK (RADIO EDIT)	UPTOWN FUNK (RADIO EDIT) [FEAT. BRUNO MARS]
UPTOWN FUNK - FROM ALVIN AND THE CHIPMUNKS: T	UPTOWN FUNK - TRINIDAD JAMES REMIX
UPTOWN FUNK - WIDEBOYS VIP REMIX	UPTOWN FUNK - WILL SPARKS REMIX
UPTOWN FUNK [DAVE AUDE REMIX]	UPTOWN FUNK F/BRUNO MARS
UPTOWN FUNK FT/ BRUNO MARS	UPTOWN FUNK GONNA GIVE IT TO YOU
UPTOWN FUNK W- MARK RONSON	UPTOWN FUNK! PARODY
UPTOWNFUNK	

EXHIBIT 7

The Zuhdi Law Firm



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 Info@billzuhdi.com (email)

Texas Office/Of Counsel
 Bailey, Johnson & Lyon
 6401 Eldorado Parkway, Suite 234
 McKinney, Texas 75070

October 31, 2018

VIA CERTIFIED MAIL	THOU ART THE HUNGER c/o WB Music Corp Warner Chappell Music, Inc. 10585 Santa Monica Blvd Los Angeles, CA 90025	ZZR MUSIC LLC C/O Warner Chappell Music, Inc. 10585 Santa Monica Blvd Los Angeles, CA 90025	ATLANTIC RECORD STUDIOS 11635 N. Cahuenga Blvd. Los Angeles, CA 90028
TO:			
BMG GOLD SONGS			
BMG RIGHTS MANAGEMENT US LLC 1745 Broadway, 19 th Floor New York, NY 10019			WARNER MUSIC GROUP 3400 W. Olive Ave. Burbank, CA 91505
MARS FORCE MUSIC 8335 W. Sunset Blvd West Hollywood, CA 90069	WB MUSIC CORP Warner Chappell Music, Inc. 10585 Santa Monica Blvd Los Angeles, CA 90025	REPUBLIC RECORDS 2220 Colorado Avenue Santa Monica, CA 90404	WARNER MUSIC GROUP 1633 Broadway New York NY 10019
BMG Rights Management US LLC 1745 Broadway, 19 th Floor New York, NY 10019	WAY ABOVE MUSIC c/o Sony ATV Songs 8 Music SQ W Nashville, TN 37203-3204	MARK RONSON c/o Carroll, Guido & Groffman, LLP 1790 Broadway, 20 th FL New York, NY 10019	UNIVERSAL MUSIC GROUP 2220 Colorado Avenue Santa Monica, CA 90404
SONGS OF ZELIG c/o IMAGEM MUSIC (BMI) 229 W. 28 th Str., 11 th Fl. New York, NY 10001	SONY/ATV BALLAD 90212	RCA RECORDS 9830 Wilshire Blvd. Beverly, Hills, CA	ELEKTRA ATLANTIC 3400 W. Olive Burbank, CA 91505
			TIG7 PUBLISHING, LLC 1888 Emery St NW STE 111 Atlanta, GA 30318
		TRINLATA PUBLISHING, LLC 1888 Emery St NW STE 111 Atlanta, GA 30318	

Page 2 of 3
October 31, 2018

Re: *Uptown Funk*

Dear Sir/Madam:

This Law Firm represents songwriters Ronnie James Wilson (hereinafter “Ronnie James Wilson”) and the successors of Robert Wilson, namely his daughters Robin Tionna Lynn Wilson-Suttice, LaTina Lynn Wilson, and Robena Annette Wilson (hereinafter “the successors of Robert Wilson” and/or “Ronnie and Robert Wilson”). If you are represented by legal counsel, please direct this letter to your attorney immediately and have your attorney notify us of such representation.

We are writing to notify you that your unlawful copying of *I Don’t Believe You Want to Get Up and Dance: Oops* (“*Oops*”) infringes upon our clients’ exclusive copyrights. Accordingly, you are direct to:

CEASE AND DESIST ALL COPYRIGHT INFRINGEMENT

Ronnie and Robert Wilson are owners of a copyright in *I Don’t Believe You Want to Get Up and Dance: Oops*. Under United States copyright law, Ronnie and Robert Wilson’s copyrights have been in effect since the date that *I Don’t Believe You Want to Get Up and Dance: Oops* was created. All copyrightable aspects of *I Don’t Believe You Want to Get Up and Dance: Oops* are copyrighted under United States copyright law.

It has come to our attention that you have been copying *I Don’t Believe You Want to Get Up and Dance: Oops*. As owners of the rights of *I Don’t Believe You Want to Get Up and Dance: Oops*, please note your use of *I Don’t Believe You Want to Get Up and Dance: Oops* in the song entitled *Uptown Funk* is unauthorized by both Ronnie James Wilson and the successors of Robert Wilson. *Oops* is a copyrighted work in accordance with Title 17 of the U.S. Code. Further, all moneys accrued from October 8, 2018, forward for royalties owed to cowriter Ronnie James Wilson and all moneys accrued from October 9, 2018, forward for royalties owed to the successors of writer Robert Wilson for *Uptown Funk* should be paid to Ronnie James Wilson and paid to the successors of Robert Wilson in care of the undersigned.

Effective October 8, 2018 for Ronnie James Wilson and October 9, 2018 for Robert Wilson, all publishing rights Ronnie James Wilson and the successors of Robert Wilson have under the title *I Don’t Believe You Want to Get Up and Dance: Oops* reverted to them. Ronnie James Wilson and the successors of Robert Wilson also assert their respective songwriter ownership rights in *Uptown Funk* reverted to them on October 8, 2018 for Ronnie James Wilson and on October 9, 2018 for Robert Wilson.

Accordingly, Ronnie James Wilson and the successors of Robert Wilson demand that you immediately cease the unauthorized use and distribution of all infringing works plagiarized and copied from *I Don’t Believe You Want to Get Up and Dance: Oops* and that you desist from this or any other infringement of Ronnie James Wilson and the successors of Robert Wilson’s rights in the future.

Page 3 of 3
October 31, 2018

We have copies of your unlawful copies to preserve as evidence. You have already admitted that you have infringed upon Ronnie James Wilson and Robert Wilson's rights – Ronnie James Wilson and Robert Wilson are both listed as cowriters of *Uptown Funk*. Your actions constitute copyright infringement in violation of United States copyright laws. Under 17 U.S.C. §504, the consequences of copyright infringement include statutory damages and damages for willful infringement.

We demand that you immediately (A) cease and desist your unlawfully copying of *I Don't Believe You Want to Get Up and Dance: Oops* and (B) contact us no later than 10 days from the date of receipt of this letter to resolve this matter.

If you do not comply with this cease and desist demand within this time period, Ronnie James Wilson and the successors of Robert Wilson are entitled to use your failure to comply as evidence of "willful infringement" and will seek monetary damages and equitable relief for your copyright infringement. In the event you fail to meet this demand, please be advised that Ronnie James Wilson and the successors of Robert Wilson have asked us to communicate to you that they will contemplate all available legal remedies, including seeking monetary damages, injunctive relief, and an order that you pay court costs and attorney's fees. In addition, both Ronnie James Wilson and the successors of Robert Wilson demand an accounting of revenue since October 8, 2018 for Ronnie Wilson and October 9, 2018 for Robert Wilson gained from the exploitation of their musical composition, that they be compensated for the use of their work as it relates to its use and exploitation in each and every medium, including but not limited to album sales/revenue, performance and radio revenue, digital distribution revenues, and sync licensing revenues.

Please note this is not a complete statement of all facts known to Ronnie James Wilson and the successors of Robert Wilson regarding this matter. Nothing contained herein is intended to be or shall be construed as a waiver of any of Ronnie James Wilson and nor as a waiver of the successors of Robert Wilson's rights and claims, all of which are specifically reserved.

Sincerely,

THE ZUHDI LAW FIRM



Bill Zuhdi
For the Firm

BZ/dz

cc: *BMI Legal Department*
ASCAP Legal Department
SESAC Legal Department
AFM & SAG-AFTRA IPRD Fund